

<i>SERFF Tracking Number:</i>	<i>NYLC-126930028</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>New York Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>48109</i>
<i>Company Tracking Number:</i>	<i>211-20C, ET AL.</i>		
<i>TOI:</i>	<i>L07G Group Life - Whole</i>	<i>Sub-TOI:</i>	<i>L07G.111 Single Premium - Single Life</i>
<i>Product Name:</i>	<i>Asset Allocation Whole Life</i>		
<i>Project Name/Number:</i>	<i>Asset Allocation Whole Life/211-20C, et al.</i>		

Filing at a Glance

Company: New York Life Insurance Company

Product Name: Asset Allocation Whole Life

TOI: L07G Group Life - Whole

SERFF Tr Num: NYLC-126930028 State: Arkansas

SERFF Status: Closed-Approved-Closed
State Tr Num: 48109

Sub-TOI: L07G.111 Single Premium - Single Life

Co Tr Num: 211-20C, ET AL.

State Status: Approved-Closed

Filing Type: Form

Reviewer(s): Linda Bird

Authors: Team Leader, Robert Williams III

Disposition Date: 03/02/2011

Date Submitted: 02/25/2011

Disposition Status: Approved-Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

General Information

Project Name: Asset Allocation Whole Life

Project Number: 211-20C, et al.

Requested Filing Mode: Review & Approval

Explanation for Combination/Other:

Submission Type: New Submission

Group Market Type: Discretionary

Filing Status Changed: 03/02/2011

State Status Changed: 03/02/2011

Created By: Robert Williams III

Corresponding Filing Tracking Number:

Filing Description:

RE: New York Life Insurance Company (NYLIC)

General Product Description: Group Whole Life Insurance

NAIC #: 82666915

FEIN# 13-5582869

Form No. 211-528 Group Whole Life Application

Form No. 21620.201 Receipt and Temporary Coverage Agreement

Form No. 22922 Accelerated Benefits for Terminal Illness Disclosure

Status of Filing in Domicile:

Date Approved in Domicile:

Domicile Status Comments:

Market Type: Group

Group Market Size: Small

Overall Rate Impact:

Deemer Date:

Submitted By: Robert Williams III

SERFF Tracking Number: NYLC-126930028 State: Arkansas
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Product Name: Asset Allocation Whole Life
Project Name/Number: Asset Allocation Whole Life/211-20C, et al.

Form No. 211-20C.49 Group Whole Life Insurance Certificate

Form No. 211-495C Group Accelerated Benefits Rider

Form No. 211-375C Group Spouse's Paid-up Insurance Purchase Option Rider

Form No. 211-805C Group Premium Deposit Rider

Dear Commissioner:

We are enclosing for your Department's approval the forms indicated above, including a companion certificate, related riders and an application form. These forms do not replace any forms previously approved by your Department. We are planning to introduce this new product and its related forms on February 14, 2011. Additional information follows.

DISCRETIONARY GROUP INFORMATION

This group product is designed to be issued as discretionary group policies in the non-qualified life insurance market. It may be purchased by an organization that is stipulated as an organization that is a bank, savings and loan, credit union, mutual fund, money market fund, stock broker or other similar financial institution regulated by state or federal law or a trust established by one of these organizations. The group master policy will be issued to a trust in the state of Delaware. We filed the group master policy in Delaware on Mo/Day/Year. Only the Certificates (as described below) will be used in your State.

CERTIFICATE INFORMATION

Certificates will be issued under the Group Master Policy Form 211-20 on a sex-distinct simplified issue basis at issue ages 18-65. In order to purchase Certificate Form 211-20C.49 under the master policy, the prospective Certificate owner must qualify as an Eligible Investor.

The minimum face amount of a Certificate is \$25,000 and the maximum face amount is \$250,000. Premiums are payable for 12 years on an Annual mode. (The last annual premium paid will be at the beginning of policy year 12.)

Cash values and premium rates are based on the 2001 Commissioner's Standard Ordinary Tables of Mortality, with continuous functions. Interest is compounded annually at 3%.

RIDER INFORMATION

Certificates will be issued with the following riders.

- Accelerated Benefits Rider, Form 211-495C – can be elected in the application for any Certificate at issue ages 18-65, without charge.

This accelerated benefits rider gives the Certificateholder access to all or a portion of the Certificate's available death

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<i>Company Tracking Number:</i>	<i>211-20C, ET AL.</i>		
<i>TOI:</i>	<i>L07G Group Life - Whole</i>	<i>Sub-TOI:</i>	<i>L07G.111 Single Premium - Single Life</i>
<i>Product Name:</i>	<i>Asset Allocation Whole Life</i>		
<i>Project Name/Number:</i>	<i>Asset Allocation Whole Life/211-20C, et al.</i>		

benefit during the lifetime of the Covered Insured. The acceleration of death benefits is contingent upon our receiving proof that the Covered Insured has a life expectancy of 12 months or less.

- Spouse's Paid-up Insurance Purchase Option Rider, Form 211-375C – will be available with any Certificate issued at issue ages 18-65, without charge. The SPPO rider permits a Covered Insured's spouse or an Owner who is not the Covered Insured's spouse (if a beneficiary) or a Trust that is both the Owner and beneficiary under the policy to purchase new paid-up life insurance on the spouse's life, with that spouse's consent, using policy proceeds payable in one sum to that spouse, Owner or Trust at the Covered Insured's death. (This paid-up life insurance policy is policy form 205-70, titled "Single Premium Paid-up Whole Life Insurance", which was approved by your Department on 3/17/2005.)

In addition, the SPPO rider provides that if a Covered Insured's spouse (if a beneficiary) dies at the same time as that Covered Insured, we will pay the paid-up life insurance benefit as if the spouse had survived that Covered Insured and elected to exercise the option.

- Premium Deposit Rider, Form 211-805C – is included in any Certificate issued if an applicant elects to make a lump sum deposit to us. This sum is placed in a Premium Deposit Account which earns interest. An annual premium for the Certificate is applied against this Account. There is no charge for this Rider or the Account. A cash withdrawal equal to the entire amount in the Account is available, however, a 10% withdrawal fee is charged.

APPLICATION INFORMATION

- Application - 211-528, Forms 22922 and 21620.201

The new application shown above will be used when an application for a Certificate is made by an Eligible Investor.

Also included are:

- Form 22922, Accelerated Benefits For Terminal Illness Disclosure. This form provides additional information concerning the Accelerated Benefits Rider, Form 211-495C that is enclosed for your approval; and
- Form 21620.201, Receipt and Temporary Coverage Agreement. This form provides a limited amount of temporary life insurance coverage on the proposed Covered Insured from the date coverage begins to the date coverage terminates if cash is taken with the application.

For your information, we wish to inform you that replacement questions are included in a separate form "Important Notice: Replacement of Life Insurance or Annuities", form 22190.100 which was approved by your Department on 9/13/2007 DOI #36863. Both the applicant and the agent must sign this form, and it is required that one copy be left with the applicant and another copy be submitted with every application. An application will not be processed without a signed Replacement form.

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Filing Company:	New York Life Insurance Company	State Tracking Number:	48109
Company Tracking Number:	211-20C, ET AL.		
TOI:	L07G Group Life - Whole	Sub-TOI:	L07G.111 Single Premium - Single Life
Product Name:	Asset Allocation Whole Life		
Project Name/Number:	Asset Allocation Whole Life/211-20C, et al.		

ATTACHMENTS AND ENCLOSURES

The following information is also enclosed.

- Actuarial Memoranda for the enclosed Certificate and the Accelerated Benefits Rider.

I hope this information is satisfactory and that we may receive your Department's approval of the enclosed forms at your earliest convenience. Please contact me at 1-866-464-0198 or via email at Linda_E._Lopinto@newyorklife.com if you have questions or comments in this regard.

Sincerely,
Linda E. LoPinto
Corporate Vice President
Agency/Life Operations

Encl.

Company and Contact

Filing Contact Information

Robert Williams III, Contract Associate III	Robert_Williams_III@nyl.com
51 Madison Avenue	212-576-3449 [Phone]
Room 606	212-447-4141 [FAX]
New York, NY 10010	

Filing Company Information

New York Life Insurance Company	CoCode: 66915	State of Domicile: New York
51 Madison Avenue	Group Code: 826	Company Type: Life
New York, NY 10010	Group Name:	State ID Number:
(212) 576-4809 ext. [Phone]	FEIN Number: 13-5582869	

Filing Fees

Fee Required?	Yes
Fee Amount:	\$350.00
Retaliatory?	Yes
Fee Explanation:	

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Per Company:	No		

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
New York Life Insurance Company	\$350.00	02/25/2011	45052279

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<i>Project Name/Number:</i>	<i>Asset Allocation Whole Life/211-20C, et al.</i>		

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	03/02/2011	03/02/2011

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<i>Project Name/Number:</i>	<i>Asset Allocation Whole Life/211-20C, et al.</i>		

Disposition

Disposition Date: 03/02/2011

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number:	NYLC-126930028	State:	Arkansas
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Product Name:	Asset Allocation Whole Life		
Project Name/Number:	Asset Allocation Whole Life/211-20C, et al.		

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		No
Supporting Document	Illustration Actuary Certification		No
Supporting Document	Actuarial Memorandum		No
Supporting Document	Statement of Variability		Yes
Supporting Document	Compliance Certification		Yes
Form	Group Whole Life Insurance Certificate		Yes
Form	Group Accelerated Benefits Rider		Yes
Form	Group Spouse's Paid-up Insurance		Yes
	Purchase Option Rider		
Form	Group Premium Deposit Rider		Yes
Form	Accelerated Benefits for Terminal Illness		Yes
	Disclosure		
Form	Receipt and Temporary Coverage		Yes
	Agreement		
Form	Group Whole Life Application		Yes

SERFF Tracking Number: NYLC-126930028 State: Arkansas

Filing Company: New York Life Insurance Company State Tracking Number: 48109

Company Tracking Number: 211-20C, ET AL.

TOI: L07G Group Life - Whole Sub-TOI: L07G.111 Single Premium - Single Life

Product Name: Asset Allocation Whole Life

Project Name/Number: Asset Allocation Whole Life/211-20C, et al.

Form Schedule

Lead Form Number: 211-20C.49

Schedule Item Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	211-20C.49	Certificate	Group Whole Life Insurance Certificate	Initial		50.000	AAWL AR FINAL.pdf
	211-495C	Certificate	Group Accelerated Amendmen Benefits Rider t, Insert Page, Endorseme nt or Rider	Initial		50.000	211-495C Gen.pdf
	211-375C	Certificate	Group Spouse's Amendmen Paid-up Insurance t, Insert Purchase Option Page, Rider Endorseme nt or Rider	Initial		51.000	211-375C doc.pdf
	211-805C	Certificate	Group Premium Amendmen Deposit Rider t, Insert Page, Endorseme nt or Rider	Initial		54.000	211-805C Gen.pdf
	22922	Other	Accelerated Benefits for Terminal Illness Disclosure	Initial		50.000	22922 Gen.pdf
	21620.201	Other	Receipt and Temporary Coverage Agreement	Initial		51.000	21620.201 Gen.pdf
	211-528AR	Application/ Enrollment Form	Group Whole Life Application	Initial		50.000	211-528AR.pdf

GROUP POLICY NUMBER - - LDGT-0001

GROUP POLICYHOLDER - - US BANK TRUST, N.A., AS TRUSTEE OF THE NYLIFE SECURITIES ASSET
ALLOCATION TRUST

ISSUED IN - - STATE OF DELAWARE

COVERED INSURED- - [JOHN DOE]

CERTIFICATE NUMBER- - [00 000 000]

CERTIFICATE DATE- - [FEBRUARY 14, 2011]

New York Life Insurance Company (A Mutual Company founded in 1845)

51 Madison Avenue, New York, New York 10010

This Certificate is issued as evidence of coverage under the Group Policy.

New York Life Insurance Company will pay the benefits of this Certificate in accordance with its provisions. The pages that follow, including the Certificate Application and any riders or endorsements, are also a part of this Certificate.

Right To Examine Please examine your Certificate. Within 10 days after delivery, you can return it to New York Life Insurance Company, or to the agent through whom it was purchased, with a written request for a cancellation. Upon such a request, the Certificate will be void from the start, and a full premium refund for this Certificate will be made. The amount we refund will equal any premium paid (including payment made for any riders), less any loans.

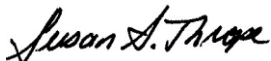
Premiums The premiums payable for this Certificate are shown on the "Premium Schedule" Data Page. They are payable in accordance with the Premiums section. No premium payments can be made on or after the Scheduled Paid-Up Date shown on the "Premium Schedule" Data Page.

Effective Date The Effective Date is the date the first premium is paid and temporary coverage is obtained under a separate temporary coverage agreement. If no temporary coverage is obtained, the Effective Date is the date the Certificate is delivered and the first premium is paid.

READ YOUR CERTIFICATE CAREFULLY FOR FULL DETAILS.



President



Secretary

GROUP WHOLE LIFE INSURANCE CERTIFICATE

LIFE INSURANCE PROCEEDS PAYABLE AT COVERED INSURED'S DEATH.

PREMIUM PAYMENTS FOR THIS CERTIFICATE ARE PAYABLE DURING THE COVERED INSURED'S

LIFETIME, UNTIL SCHEDULED PAID-UP DATE SHOWN ON THE "PREMIUM SCHEDULE" DATA PAGE.

NO PREMIUM PAYMENTS FOR THE CERTIFICATE ARE PAYABLE ON OR AFTER THE SCHEDULED PAID-UP DATE.

THIS IS A PARTICIPATING CERTIFICATE THAT IS ELIGIBLE FOR DIVIDENDS.

CERTIFICATE INFORMATION

COVERED INSURED- **[JOHN DOE]**

AGE – **[35 MALE]**

CERTIFICATE NUMBER- **[00 000 000]**

CLASS OF RISK- **[STANDARD]**

CERTIFICATE DATE- **[FEBRUARY 14, 2011]**

DATE OF ISSUE- [FEBRUARY 14, 2011]

OWNER-**[COVERED INSURED]**

PLAN **ASSET ALLOCATION WHOLE LIFE (WHOLE LIFE WITH [12] YEAR PREMIUM PAYING PERIOD) WITH
ACCELERATED BENEFITS (AB) AND
PREMIUM DEPOSIT AND
SPOUSE'S PAID-UP INSURANCE PURCHASE OPTION**

AMOUNT

FACE AMOUNT

[\$50,000.00]

BENEFICIARY

(subject to change) ***[FIRST: MARY DOE, WIFE OF COVERED INSURED
SECOND: JOHN DOE, JR., SON OF COVERED INSURED]***

SEE CONTINUATION OF PAGE 2

CERTIFICATE NUMBER- [00 000 000]

COVERED INSURED- [JOHN DOE]

PREMIUM SCHEDULE

CERTIFICATE PREMIUM

PREMIUMS PAYABLE ON THE [ANNUAL] MODE

BEGINNING AS OF

MO.	DAY	YEAR	PREMIUM
02	14	2011	\$[1,662.00]

PREMIUM PAYABLE ON EACH PREMIUM DUE DATE UNTIL

02	14	2023	SCHEDULED PAID-UP DATE
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FOOTNOTES

ADDITIONAL INFORMATION

THE INTEREST RATE REFERRED TO IN SECTION 7.14 IS 3% PER YEAR.

AFTER THE SCHEDULED PAID-UP CERTIFICATE DATE AND IF THE CERTIFICATE IS PAID-UP, THE LOAN INTEREST RATE MAY BE LESS THAN THE RATE DESCRIBED IN SECTION 4.4. THEREFORE, YOU SHOULD CONTACT CUSTOMER SERVICE TO FIND OUT THE RATE AVAILABLE TO YOU BEFORE INITIATING A LOAN. IN NO EVENT WILL THIS RATE BE LESS THAN THE GUARANTEED MINIMUM INTEREST RATE SET FORTH IN SECTION 4.4.

THE ELIGIBILITY REQUIREMENTS REFERRED TO IN SECTION 2.1 ARE THAT THE PERSON WHO PURCHASES THE CERTIFICATE AND THE COVERED INSURED MUST QUALIFY AS MEMBERS OF THE GROUP UNDER WHICH THE CERTIFICATE IS ISSUED.

DIVIDENDS DESCRIBED IN SECTION FIVE ARE NOT GUARANTEED TO BE PAID.

THE MORTALITY TABLES REFERRED TO IN SECTION 7.14 ARE THE COMMISSIONER'S 2001 STANDARD ORDINARY MALE/FEMALE DISTINCT AND COMPOSITE ULTIMATE TABLES OF MORTALITY, ANB.

ADDITIONAL RIDER INFORMATION

PREMIUM DEPOSIT RIDER

[AN INITIAL LUMP SUM DEPOSIT OF [\$17,039.86] IS NEEDED TO FUND THE PREMIUM DEPOSIT RIDER. THIS DEPOSIT AMOUNT APPLIES FOR 30 DAYS FROM THE DATE OF ISSUE SHOWN ON THE "CERTIFICATE INFORMATION" DATA PAGE.]

OR

[NO DEPOSIT WAS MADE UNDER THE PREMIUM DEPOSIT RIDER.]

UNLESS WAIVED, A FEE WILL BE DEDUCTED FROM A CASH WITHDRAWAL, AS DESCRIBED IN YOUR RIDER. THIS FEE CAN CHANGE BUT WILL NOT EXCEED 10% OF THE AMOUNT REMAINING IN THE PREMIUM DEPOSIT ACCOUNT.

THE MINIMUM EFFECTIVE ANNUAL INTEREST RATE REFERRED TO IN SECTION 3 OF THIS RIDER IS [3%].

TABLE OF GUARANTEED VALUES

OPTIONS UPON LAPSE

END OF CERTIFICATE YEAR	CASH VALUE	PAID-UP INSURANCE OR EXTENDED INSURANCE	YEARS		DAYS	END OF CERTIFICATE YEAR
1	\$1,033.88	\$4,739	13	51		1
2	2,243.94	9,935	21	217		2
3	3,455.10	14,775	26	189		3
4	4,716.00	19,481	29	363		4
5	6,021.94	24,032	32	314		5
6	7,256.24	27,979	34	326		6
7	8,550.16	31,859	36	260		7
8	9,892.62	35,629	38	128		8
9	11,294.21	39,327	39	356		9
10	12,755.51	42,956	41	299		10
11	14,268.10	46,486	44	121		11
12	15,858.50	****	**	***		12
13	16,383.50	****	**	***		13
14	16,925.00	****	**	***		14
15	17,484.50	****	**	***		15
16	18,060.00	****	**	***		16
17	18,651.00	****	**	***		17
18	19,255.00	****	**	***		18
19	19,872.00	****	**	***		19
20	20,499.00	****	**	***		20
AGE 60	23,778.00	****	**	***		AGE 60
AGE 65	27,262.50	****	**	***		AGE 65

This Table assumes premiums have been paid to the end of Certificate year 12. These values do not include any dividend accumulations, cash value of paid-up additional insurance or loans.

Values for the end of a Certificate year not shown will be provided on request.

WE & YOU

In this Certificate, the words “we”, “our” or “us” refer to the New York Life Insurance Company, and the words “you” or “your” refer to the Owner(s) of this Certificate.

When you write to us, please include the Certificate number, the Covered Insured’s full name, and your current address.

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CERTIFICATE APPLICATION - Attached to the Certificate

RIDERS OR ENDORSEMENTS
(IF ANY) - Attached to the Certificate

Note: This Certificate is issued as evidence of coverage under the Group Policy.
PLEASE READ THIS CERTIFICATE CAREFULLY FOR FULL DETAILS.

SECTION ONE - LIFE INSURANCE PROCEEDS

- 1.1 Life Insurance Proceeds** The proceeds payable under this Certificate include the face amount of this Certificate and the following (where applicable):

- Any paid-up additional insurance or dividends payable because of the Covered Insured's death, plus
- Any part of a premium paid for the period after the month in which the Covered Insured dies, less
- The premium for one month if the Covered Insured dies during a grace period, and less
- Any outstanding loan and accrued loan interest.

We will pay the life insurance proceeds to the beneficiary promptly when we have due proof that the Covered Insured died on or after the Effective Date of this Certificate, subject to all of this Certificate's provisions. We will pay the life insurance proceeds in one sum. Further details are given in Section Six.

The life insurance proceeds payable under this Certificate do not include any funds remaining in the Premium Deposit Account (if any) under the Premium Deposit Rider included in this Certificate.

A claim for the life insurance proceeds includes a fully completed claim form and a certified death certificate or other lawful evidence providing equivalent information and proof of the claimant's interest in the proceeds. This claim must be made in writing to our Service Office or any other location that we indicate to you in writing.

SECTION TWO - OWNER AND BENEFICIARY

- 2.1 Owner** The owner of this Certificate and the Covered Insured must meet the eligibility requirements for this insurance at the time this Certificate is issued. That owner is shown on the "Certificate Information" Data Page. In this Certificate, the words "you" and "your" refer to the owner. If the Certificate is owned by more than one person or entity, the words "you" and "your" refer to all current owners of the Certificate.
- 2.2 Successor Owner** A successor owner can be named in the Certificate Application, or in a form we provide. The form and any other requirements must be completed and signed by you. If you die before the successor owner, the successor owner will become the new owner. If no successor owner survives you and you die before the Covered Insured, your estate becomes the new owner.
- 2.3 Change Of Ownership** You can change the owner of this Certificate in a form we provide. The form and any other requirements must be completed and signed by you. This change will take effect as of the date you signed the form, subject to any payment we made or action we took before recording the change. When this change takes effect, all rights of ownership will pass to the new owner. Changing the owner or successor owner cancels any prior choice of owner or successor owner, but does not change the beneficiary.
- 2.4 Beneficiary** The beneficiary for any life insurance proceeds is the person or entity named in the Certificate Application, or in a notice you sign that gives us the information we need. If more than one beneficiary is named, they can be classed as first, second, and so on. If two or more are named in a class, their share in the proceeds is equal, unless you state otherwise. The stated shares will be paid to any first beneficiaries who survive the Covered Insured. If no first beneficiaries survive, payment will be made to any beneficiary surviving in the second class, and so on.

If no beneficiary, for either all or part of the proceeds, survives the Covered Insured, the right to those proceeds will pass to you. If you are deceased, this right will pass to your estate.

- 2.5 Change Of A Beneficiary** While the Covered Insured is living, you can change a beneficiary by notifying us in writing. The notice must be signed by you and include the Certificate number, the name of the Covered Insured, with the beneficiary designation clearly stated. This change will take effect as of the date you signed the notice, subject to any payment we made or action we took before recording the change. For example, if we make any payment before we record the change, we will not have to make the payment again.

SECTION TWO - OWNER AND BENEFICIARY (Continued)

- 2.6 Simultaneous Death Of Covered Insured And Beneficiary** Unless stated otherwise in the Certificate or in your signed notice that is in effect at the Covered Insured's death, if any beneficiary dies at the same time as the Covered Insured or within 15 days after the Covered Insured but before we receive proof of the Covered Insured's death, we will pay the proceeds as though that beneficiary died first, subject to any payment that we made.

SECTION THREE - PREMIUMS

- 3.1 Premium Payments** Each premium for this Certificate is payable once each year in United States currency, while the Covered Insured is living, on or before its due date, as shown on the "Premium Schedule" Data Page. Premiums are payable at our Home Office or at one of our Service Offices. The first premium may also be paid to any one of our authorized agents in exchange for a receipt signed by the President or Secretary of the Company and duly countersigned by you.
- 3.2 Grace Period** We allow 31 days from the due date for payment of every premium after the first premium. This is called a grace period. All insurance coverage continues during this grace period.

If a premium is not paid by the end of this grace period, this Certificate will lapse. All insurance will end if the Certificate's Cash Surrender Value, as defined in Section 4.1 below, is zero. Otherwise, the insurance can be continued only as stated in Section 3.3 (Options 1 or 2), but any insurance or benefits from riders or dividends will end at the time of lapse. If the Covered Insured dies during a grace period, we will reduce the life insurance proceeds by an amount equal to the premium for one month.

- 3.3 Options Upon Lapse** If premium payments are discontinued, you may elect one of the following three options. Unless you elect a different option within 60 days after the due date of the premium in default, the Certificate will continue under Option 1 Extended Insurance. If the Certificate's Cash Surrender Value is sufficient, insurance can be continued only if you elect Options 1 or 2.

1. Extended Insurance If the Certificate's Cash Surrender Value is sufficient at the time of lapse, it will continue as extended insurance. Extended insurance is level term insurance for which no more premiums are due. It is payable to the beneficiary when we have proof that the Covered Insured died after the end of the grace period and before the end of the term period. The amount of extended insurance will equal the face amount of this Certificate, plus the face amount of any paid-up additional insurance plus dividend accumulations, less any outstanding loan and accrued loan interest. No insurance or dividends will be provided after the end of the grace period.

We calculate the term period as of the due date of the overdue premium. We do this by applying the Cash Surrender Value of the Certificate at the net single premium rate for term insurance for the Covered Insured's age on that date. The term period is measured from that due date.

Extended Insurance has no loan value and is not eligible for dividends. It can be surrendered at any time for its remaining cash value. All insurance will end when you send us your signed request for this cash value.

The amount of extended insurance might be less than or equal to the amount of paid-up insurance available, or the "Table of Guaranteed Values" Data Page might show that extended insurance is not available. In these cases, the Certificate will continue under the paid-up insurance option instead.

SECTION THREE – PREMIUMS (Continued)

2. Paid-Up Insurance Instead of extended insurance, paid-up life insurance can be elected. Paid-up insurance begins as of the date we record your notice electing it, or at the end of the grace period if later. No more premiums are due for this insurance. It is payable to the beneficiary when we have proof that the Covered Insured died while this paid-up insurance option was in effect.

We calculate the amount of paid-up insurance as of the due date of the overdue premium. We do this by applying the Cash Surrender Value of the Certificate at the net single premium rate for the Covered Insured's age on that date. In most cases, this amount will be less than the face amount of this Certificate. No insurance or benefits from riders will be provided after this paid-up insurance option goes into effect.

Paid-up insurance has cash value and loan value, and is eligible for dividends. It can be surrendered at any time for its Cash Surrender Value. This insurance will end when you send us your signed request for the Cash Surrender Value.

3. Surrender For Cash Instead of extended insurance or paid-up insurance, you can surrender this Certificate for its Cash Surrender Value. All insurance will end when you send us your signed request for the Cash Surrender Value.

- 3.4 Reinstatement** Within 5 years after this Certificate has lapsed, you can apply, in writing, to reinstate the Certificate (and any other benefits provided by riders) if you did not surrender it. If the required payment is made within 31 days after the end of the grace period, no proof of insurability is required. The Covered Insured must be living when we receive the required payment. If payment is not made within that 31-day period, you must provide proof of insurability that is acceptable to us when you apply for reinstatement.

To reinstate this Certificate, all overdue premiums must be paid, with interest at 6% per year from each of their due dates. If we declare a loan interest rate of less than 6%, the interest rate for all overdue premiums at the time of reinstatement will be the same as the loan interest rate. Any outstanding loan and accrued loan interest, and any loan deducted when we determined the extended or paid-up insurance, must also be repaid. Interest on the loan will be compounded once each year and will be based on the loan interest rate or rates that were in effect since the time of lapse. All or part of these payments can be charged as a new outstanding loan if there is enough loan value.

- 3.5 Premium Adjustment At Death** We will increase the life insurance proceeds by any part of a premium paid for the period after the month in which the Covered Insured dies.

SECTION FOUR – CASH VALUE AND LOANS

- 4.1 Cash Value** Guaranteed cash values for this Certificate at the end of selected years are as shown in the Table of Guaranteed Values Certificate Data page, if premiums have been paid as called for in the Premiums section. These values do not include the cash value of any paid-up additional insurance or dividend accumulations, and they do not reflect any outstanding loan. In addition, these values do not include any lump sum deposit made (if any) or remaining under the Premium Deposit Rider attached to this Certificate. Guaranteed cash value at other times depends on the date to which premiums have been paid, and on how much time has passed since the last Certificate anniversary.

Total Cash Value The Total Cash Value for this Certificate is equal to the guaranteed cash value, plus the cash value of any paid-up additional insurance plus dividend accumulations. When you ask us, we will tell you how much Total Cash Value there is.

Cash Surrender Value You can surrender this Certificate at any time for its Cash Surrender Value. The Cash Surrender Value is the amount payable to you upon surrender of this Certificate. It is equal to the Total Cash Value, less any outstanding loan and accrued loan interest. We will pay the Cash Surrender Value in one sum.

SECTION FOUR – CASH VALUE AND LOANS (Continued)

We can defer paying the Cash Surrender Value for up to 6 months after the date of surrender. Interest will be paid on any amount deferred for 30 days or more. We set the interest rate each year. This rate will not be less than the rate required by law. All insurance will end when you send us your signed request for Cash Surrender Value.

- 4.2 Loan Value** You can borrow any amount up to the loan value of this Certificate using this Certificate as sole security. On a Certificate anniversary, on a premium due date, or during the grace period, the loan value is the Cash Surrender Value. At any other time, the loan value is the amount that, with interest, will equal the loan value on the next anniversary or on the next premium due date, if earlier. Extended insurance has no loan value.

We will require that you sign a loan agreement. We can defer a loan under this Certificate, except to pay a premium due us for as long as 6 months after we receive your loan request.

- 4.3 Loan Interest** The loan interest rate for this Certificate is 8% per year, unless we set a lower rate for any period. Loan interest for this Certificate accrues each day, but we compound it once each year. It is due on the anniversary, the date of death, surrender, a lapse, a loan increase or loan repayment or any other date we specify. Loan interest not paid when due will become part of the loan under this Certificate and will also bear interest.

- 4.4 Automatic Premium Loan (APL)** If elected, APL provides an automatic loan under this Certificate that pays an overdue premium at the end of the grace period. This is subject to 2 conditions. First, the loan value under this Certificate must be enough to pay that premium. Second, if premiums have been paid by APL for 2 years in a row, the next premium will not be paid by APL. After a premium is paid other than by APL, before the end of the grace period, premiums can again be paid by APL.

APL can be elected in the Certificate Application. You can also elect APL in your signed notice. We must receive that notice before the end of the grace period. You can cancel this election for future premiums by telling us in your signed notice.

- 4.5 Loan Repayments** All or part of an outstanding loan and accrued loan interest under this Certificate can be repaid before the Covered Insured's death or before you surrender the Certificate. We will deduct any outstanding loan and accrued loan interest under this Certificate when the Certificate proceeds are paid.

If the Certificate is being continued as extended or paid-up insurance, any loan that we deducted in determining that insurance can be repaid only if the Certificate is reinstated. However, if that loan is not repaid, we will not deduct it again when the life insurance proceeds are payable under extended or paid-up insurance.

- 4.6 When Outstanding Loan Exceeds Loan Value Under This Certificate** In a given Certificate year, the outstanding loan and accrued loan interest might exceed the Total Cash Value of the Certificate. In that event, we will mail a notice to you at your last known address, and a copy to the last known assignee on our records. All insurance will end 31 days after the date on which we mail that notice, if the excess of the outstanding loan and accrued loan interest over the Total Cash Value is not paid within that 31 days.

SECTION FIVE - DIVIDENDS

5.1 Annual Dividend While this Certificate is in effect, except as extended insurance, it is eligible to share in our divisible surplus. Each year we determine the Certificate's share, if any. This share is payable as a dividend on the Certificate anniversary, if all premiums due before then have been paid. It is unlikely that a dividend will be payable on this Certificate before the second anniversary.

5.2 Dividend Options Each dividend can be applied under one of the four options listed below. An option can be elected in the Certificate Application. You can also elect or change the option for future dividends if you tell us in your signed notice.

1. Paid-Up Additional Insurance Applied to provide paid-up life insurance at the net single premium rate for the Covered Insured's age at that time. No more premiums are due for this insurance. It has cash value and loan value and is eligible for dividends. Before the Covered Insured's death, you can surrender paid-up additional insurance for its Cash Surrender Value. The amount of this insurance in effect at the Covered Insured's death will be part of the life insurance proceeds.

2. Dividend Accumulation Left with us to accumulate at interest. On each Certificate anniversary, we credit interest at the rate we set each year. This rate will be at least the rate required by law. Before the Covered Insured's death, you can withdraw accumulations that have not been borrowed against, with interest to the date of withdrawal. Any accumulations that we still have at the Covered Insured's death will be added to the life insurance proceeds.

3. Premium Payment Applied toward payment of a premium, provided that the balance of any funds remaining in the Premium Deposit Account under the Premium Deposit Rider attached to this Certificate are used to pay that premium first. Any part of the dividend not needed to pay the premium will be used to pay any accrued loan interest due, unless you have asked to have that part of the dividend paid in cash. Any part of the dividend not needed to pay a premium or accrued loan interest will be paid in cash.

4. Cash Paid in cash.

5.3 Automatic Dividend Option If no other option is in effect when a dividend becomes payable, we will apply it as paid-up additional insurance. If we pay a dividend in cash and the dividend check is not cashed within one year after that dividend became payable, we will use it to purchase paid-up additional insurance instead.

5.4 Dividend At Death The part of any annual dividend earned from the last Certificate anniversary to the end of the month in which the Covered Insured dies will be added to the life insurance proceeds.

SECTION SIX - PAYMENT OF PROCEEDS

- 6.1 Payment Of Certificate Proceeds** The proceeds of this Certificate will bear interest computed daily from the date of the Covered Insured's death to the date of payment. We set the interest rate each year. This rate will not be less than the rate required by law.

SECTION SEVEN - GENERAL PROVISIONS

- 7.1 Evidence Of Coverage** Evidence of coverage consists of this Certificate, any attached riders or endorsements, and the attached copy of the Certificate Application. Also, any Certificate Application used to modify this Certificate (including but not limited to a request to add a rider or for reinstatement) will be attached to and made a part of this Certificate. Only our Chairman, President, Secretary, or one of our Vice Presidents is authorized to change your Certificate or any riders or endorsements, and then, only in writing. No change will be made to this Certificate or any riders or endorsements without your consent. No agent is authorized to change this Certificate or any riders or endorsements.
- 7.2 Information Provided In The Certificate Application** In issuing this Certificate, we have relied on the statements made in the Certificate Application. All such statements, in the absence of fraud, are deemed to be representations and not warranties. We assume these statements are true and complete to the best of the knowledge and belief of those who made them. No statement made in connection with the Certificate Application will be used by us to void this Certificate or to deny a claim unless that statement is a material misrepresentation and is part of the Certificate Application.

- 7.3 Contestable Period** We will not contest this Certificate, after it has been in effect during the lifetime of the Covered Insured for 2 years from the Date of Issue, except for non-payment of premium.

If this Certificate ends, and is reinstated, we will not contest this Certificate based on statements made in the application for reinstatement after it has been in effect during the lifetime of the Covered Insured for 2 years from the date of reinstatement.

- 7.4 Suicide Of The Covered Insured** Suicide of the Covered Insured, while sane or insane, within 2 years of the Date of Issue, is not covered by this Certificate. In that event, this Certificate will end and the only amount payable will be the premiums paid to us, less any outstanding loan and accrued loan interest.

If this Certificate ends and is reinstated, suicide of the Covered Insured, while sane or insane, within 2 years of the date of reinstatement is not covered.

- 7.5 Certificate Date** The Certificate Date will be the Effective Date, as shown on the cover page of this Certificate. It will be the date from which premiums are calculated and become due. The Certificate Date is also the date from which Certificate years, months and anniversaries are measured, unless otherwise stated.

Both the Certificate Date and the Date of Issue are shown on the "Certificate Information" Data Page.

SECTION SEVEN - GENERAL PROVISIONS (Continued)

- 7.6 Calculation Of Age** Unless stated otherwise, the Covered Insured's age is the age on the birthday nearest the Certificate Date, and is shown on the "Certificate Information" Data Page. The Covered Insured's attained age is the age on the "Certificate Information" Data Page plus the number of Certificate years completed since the Certificate Date.
- 7.7 Misstatement Of Age Or Gender** If the age or gender of an insured person is incorrectly stated in the Certificate Application, the life insurance proceeds payable will be what the premiums paid would have purchased at the correct age and gender.
- 7.8 Certificate Changes** If we agree, you can have riders added to, or have the face amount of the Certificate changed to a smaller amount of insurance if it meets our minimum amount requirements.
- 7.9 Assignment** While the Covered Insured is living, you can assign this Certificate or any interest in it. If you do this, your interest, and anyone else's, is subject to that of the assignee. As owner, you still have the rights of ownership that have not been assigned.

You must provide us with a copy of the assignment. We are not responsible for the validity of any assignment. Any assignment will be subject to any payment we make or other action we take before we record the assignment.

An assignee cannot change the owner or beneficiary of this Certificate. Any amount payable to the assignee will be paid in one sum.

- 7.10 Protection Against Creditors** Payments we make under this Certificate are, to the extent the law permits, exempt from the claims, attachments, or levies of any creditors.
- 7.11 Payments To Company** Any payment made to us by check or money order must be payable to New York Life Insurance Company. When asked, we will provide a countersigned receipt, signed by our President or Secretary, for any premium paid to us.
- 7.12 Conformity With Law** This Certificate is subject to the law of the State where the Group Policy is issued and all other laws that apply. We reserve the right to make changes to this Certificate or to adjust Certificate values to ensure this Certificate at all times qualifies as life insurance for federal income tax purposes.
- 7.13 Voting Rights** Each year there is an election of persons to our Board of Directors. You have the right to vote in person or by mail if your Certificate is in effect, and has been in effect for at least one year after the Date of Issue. To find out more about this, write to the Secretary at our Home Office, 51 Madison Avenue, New York, New York 10010.
- 7.14 Basis For Computation Of Certificate Values** All cash values, net single premium rates and extended insurance rates referred to in this Certificate are based on the mortality tables shown on the "Additional Information" Data Page. Continuous functions are used, with interest as stated on that Data page.

At any time, the guaranteed cash value of any extended or paid-up insurance is their respective net single premium.

We have filed a statement with the insurance official in the state or district in which the Group Policy is issued. It describes, in detail, the method we used to compute these cash values. Each value is at least as much as the law requires.

SECTION SEVEN - GENERAL PROVISIONS (Continued)

7.15 Covered Insured's Age 121 Anniversary On the Certificate anniversary when the Covered Insured is age 121,

- The guaranteed cash value will equal the Certificate's face amount, as shown on the "Certificate Information" Certificate Data page.
- Loan interest will continue to accrue at the current loan interest rate, but no new loans can be requested.
- The Certificate continues to be eligible for dividends, as described in the Dividends section.
- All insurance or benefits from riders still in effect will end.
- You have the option to surrender the Certificate for its Cash Surrender Value by submitting to us a signed written request that gives us the information we need.

This Certificate may not qualify as life insurance after the Covered Insured's attained age 121 under federal tax law and the Certificate may be subject to adverse tax consequences. You should consult your Tax Advisor before choosing to continue the Certificate after age 121.

7.16 Duty To Cooperate You, the applicant, the Covered Insured and the beneficiary under this Certificate all have a duty to cooperate with us in the underwriting of this Certificate and in the investigation of any claim for benefits under the Certificate, including any attached riders. The duty to cooperate includes but is not limited to providing signed authorizations, in the form we request and without time limitation, for the release of information concerning all representations made in connection with the Certificate Application, including medical condition and history and financial and employment information.

New York Life Insurance Company (A Mutual Company Founded in 1845)

51 Madison Avenue
New York, N.Y. 10010
(212) 576-7000

GROUP WHOLE LIFE INSURANCE CERTIFICATE

LIFE INSURANCE PROCEEDS PAYABLE AT COVERED INSURED'S DEATH.
PREMIUM PAYMENTS FOR THIS CERTIFICATE ARE PAYABLE DURING THE COVERED INSURED'S
LIFETIME, UNTIL SCHEDULED PAID-UP DATE SHOWN ON THE "PREMIUM SCHEDULE" DATA PAGE.
NO PREMIUM PAYMENTS FOR THE CERTIFICATE ARE PAYABLE ON OR AFTER THE SCHEDULED PAID-
UP DATE.
THIS IS A PARTICIPATING CERTIFICATE THAT IS ELIGIBLE FOR DIVIDENDS.

RIDER

ACCELERATED BENEFITS (AB)

RECEIPT OF ACCELERATED BENEFITS MAY BE TAXABLE OR MAY AFFECT YOUR ELIGIBILITY FOR BENEFITS UNDER STATE OR FEDERAL LAW. YOU SHOULD CONSULT WITH YOUR PERSONAL TAX ADVISOR. DEATH BENEFITS, AND ANY CASH OR LOAN VALUES, WILL BE REDUCED IF AN ACCELERATED BENEFIT IS PAID. READ THIS RIDER CAREFULLY.

- 1. Benefit** This is a group life insurance rider which pays accelerated death benefits as described below. Provided the Certificate is in force on the date we receive an election under this rider, we will make a payment of these death benefits in a single sum to you as the Owner, when we have proof that the Insured under the basic Certificate has a life expectancy of [12] months or less.

The amount payable under this rider will equal: the Percentage Elected multiplied by the Eligible Proceeds; multiplied by the Interest Factor; minus an Administrative Fee of up to \$150; and minus the elected percentage of any unpaid Certificate loan.

- 2. Eligible Proceeds** The total amount of Eligible Proceeds under this rider shall be determined as of the date we receive your application for benefits under this rider and shall equal:
- (a) the Certificate face amount; plus
 - (b) any paid-up insurance additions under the Certificate or its riders; plus
 - (c) the amount payable under any rider providing a level amount of insurance.

However, any level term insurance rider shall not be considered part of the Eligible Proceeds under this rider, if its expiration date is within one year of the date we receive your application. Instead, such rider will be continued to its expiry date.

- 3. Percentage Elected** You can elect to receive the minimum accelerated death benefit of 25% of the Eligible Proceeds. You may also elect to receive an accelerated death benefit based on 50%, 75% or 100% of the Eligible Proceeds. However, in no event can this benefit be less than \$25,000, or exceed \$250,000 under all of our policies and certificates in force on the Insured. You may elect to receive an accelerated death benefit based on another percentage, or based on Eligible Proceeds in excess of \$250,000, only if we agree.

- 4. Interest Factor** The Interest Factor shall be an adjustment which reduces the Eligible Proceeds. This adjustment will be based on our assumptions of the life expectancy of the Insured. We also will determine, based on these assumptions, the appropriate premium and any dividend adjustments. However, any dividends accumulated at interest are not subject to this reduction. Instead, they can be included, in whole or in part, in a partial payment under this rider, as elected by you. All of these dividends will be paid to you when we accelerate the death benefit 100%.

These adjustments are based upon procedures and standards on file with, or required by, the Insurance Department of the state in which this rider is delivered.

- 5. Application for Benefits** You must provide us with a written application for benefits under this rider, specifying the Percentage Elected along with the Certificate. You must also provide evidence of the Insured's reduced life expectancy, which is satisfactory to us. Such evidence must include a certification from a licensed physician that the Insured's life expectancy is [12] months or less. In addition, we reserve the right to have the Insured examined by a physician of our choice, at our expense.

If the Certificate is subject to an irrevocable beneficiary designation or an assignment, you must provide us with a written consent by any such beneficiary or assignee to any payment under this rider.

ACCELERATED BENEFITS (AB) (continued)

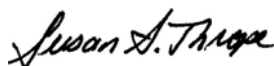
- 6. Continuation of Coverage** The face amount of any insurance which stays in force after a payment under the terms of this rider must meet our minimum amount limits for the plan of insurance under the Certificate or \$25,000, whichever is greater.

Upon our making payment under the terms of this rider, the Certificate's face amount, the basic Certificate premiums, and any cash values, paid-up insurance additions or unpaid loan under the Certificate will be reduced based on the Percentage Elected. The amount of any insurance under a rider that is part of the Eligible Proceeds shall also be reduced based on the Percentage Elected.

All Certificate and rider benefits, premiums and any cash values under the Certificate shall also be adjusted, based on our rules in effect at that time for determining applicable benefits, premiums and values. All such adjustments will be made effective as of the date your application for benefits under this rider is received by us.

- 7. Continuation of Riders** All riders attached to the Certificate, except a Premium Deposit Rider, shall end when we make a partial payment under the terms of this rider. In the case of a partial payment, the full amount of any Premium Deposit Rider shall continue in accordance with its terms.
- 8. Restoration of Death Benefit** If we have proof that the Covered Insured died within 60 days after the payment of an Accelerated Benefit under this rider, we will refund, to the beneficiary, the Administrative Fee and the amount of the Interest Factor adjustment that we deducted when benefits were accelerated.
- 9. Values** This rider does not have any cash or loan value. It is not eligible for dividends.
- 10. Contract** This rider is made a part of the Certificate to which it is attached at issue. If added to a Certificate which is already in force, this rider is made a part of that Certificate, based on the application for this rider.
- 11. Effective Date of Rider** This rider and the Certificate to which it is attached have the same date of issue, unless the rider is added to a Certificate which is already in force. In this case, the date of issue of this rider is shown in an add-on rider which we put in the Certificate.
- 12. Protection Against Creditors and Government Agencies** Payments we make under this rider are, to the extent applicable law permits, exempt from the claims, attachments or levies of creditors or government agencies. If you are required by a government agency to use this option in order to apply for, obtain, or keep a government benefit or entitlement, you are not eligible for this benefit.
- 13. When Rider Ends** Unless we agree otherwise, this rider ends when we receive an application for benefits under this rider. This rider also ends if the Certificate is surrendered or if it lapses, even if it is continued as extended term or reduced paid-up insurance. You may cancel this rider on any date by sending us a signed written request which will be effective when we receive it.
- 14. Definitions** Unless stated otherwise, terms in this rider have the same meaning as in the Certificate to which it is attached. References to the Certificate refer to the Certificate to which this rider is attached. References to "Insured" refer to the "Covered Insured" under the Certificate.

NEW YORK LIFE INSURANCE COMPANY



Secretary



President

RIDER

SPOUSE'S PAID-UP INSURANCE PURCHASE OPTION (SPPO)

1. **Benefit** When this rider is in effect, and the Insured covered under the Certificate (referred to as "Covered Insured") dies, the Eligible Applicant as described in Section 2 below, can purchase a new single premium paid-up individual whole life insurance policy (the "New Policy") on the Covered Insured's Spouse (referred to as Insured's Spouse). Evidence of insurability on the New Policy is not needed, subject to the terms and conditions of this rider. The Company must receive the application for the New Policy within 90 days after the Covered Insured's death and while the Insured's Spouse is still alive.
2. **Eligibility** One of the following Eligible Applicants can purchase the New Policy:
 - a) The Insured's Spouse, who is a Beneficiary for all or part of the Certificate Life Insurance Proceeds (the "Life Proceeds"), as defined in Section 3 below.
 - b) The Owner, who is a Beneficiary for all or part of the Life Proceeds and is not the Insured's Spouse (the "Third Party").
 - c) The Owner, who is a Trust and a Beneficiary for all or part of the Life Proceeds. The Trust must be authorized by its terms to purchase insurance on the life of the Insured's Spouse. The Company has the right to obtain a copy of the Trust document.
3. **Amount Of New Insurance** The maximum face amount of the New Policy that can be purchased under this rider is the lesser of: a) \$5 million or b) the Life Proceeds payable in one sum to which the Eligible Applicant is entitled as the Beneficiary, subject to the Company's minimum amount requirements. If the Eligible Applicant as Beneficiary receives only part of the Life Proceeds, then that amount is the maximum that can be purchased.

The Life Proceeds is the amount, defined below, payable under the terms of the Certificate. The Life Proceeds equals the sum of:

 - a) The proceeds from the Certificate, prior to deducting any unpaid loan; and
 - b) Any riders on the same Covered Insured, as defined in the Certificate, attached to this Certificate; and
 - c) Any dividends, if applicable.
4. **Premium For New Policy** The single premium amount for the New Policy is based on the Insured's Spouse's gender and age on the Effective Date of the New Policy, as defined in Section 8. As payment for the New Policy, we will reduce the Life Proceeds payable to the Eligible Applicant shown in Section 2 above by the single premium. If these proceeds are not sufficient to pay the entire single premium, the balance of that premium must be paid to us before the New Policy will take effect. A Table of Single Premium amounts for the New Policy is shown on this rider's data page. (These amounts are shown on a per \$1,000 basis.)
5. **Availability Of Riders** Riders are not available on the New Policy.
6. **Values** The New Policy has cash value and loan value. It is eligible for dividends, but it is not expected that any dividends will be payable.
7. **Application For New Policy** The application to purchase the New Policy can be submitted before we have paid the Life Proceeds to the Eligible Applicant.

The Company must receive the application signed by the Insured's Spouse and all other required signatures while the Insured's Spouse is living and within 90 days after the Covered Insured's death.

SPOUSE'S PAID-UP INSURANCE PURCHASE OPTION (SPPO)

(Continued)

8. **Values** The New Policy has cash value and loan value. It is eligible for dividends, but it is not expected that any dividends will be payable.
9. **Application For New Policy** The application to purchase the New Policy can be submitted before we have paid the Life Proceeds to the Eligible Applicant.

The Company must receive the application signed by the Insured's Spouse and all other required signatures while the Insured's Spouse is living and within 90 days after the Covered Insured's death.

10. **Issuance Of New Policy** The New Policy will be a single premium paid-up individual whole life insurance policy issued by New York Life Insurance Company. The New Policy is made available only under the terms of this rider.

The Insured's Spouse must be alive on the Effective Date of the New Policy. The Effective Date of the New Policy will be the later of:

- a) The date we receive the application which is signed by the Insured's Spouse and Eligible Applicant if different, while that Insured's Spouse is alive and within 90 days after the Covered Insured's death;
- b) The date we determine the Life Proceeds payable to the Insured's Spouse or Owner-Beneficiary; or
- c) The date we receive the entire single premium for the New Policy.

Unless otherwise stated in the application: a) The Insured's Spouse will be the Owner of the New Policy; and b) The Beneficiary for the New Policy will be the estate of the Insured's Spouse. Proceeds from the New Policy will be payable in accordance with the terms and conditions of the New Policy.

11. **Simultaneous Death** If the Insured's Spouse dies at the same time as the Covered Insured or within 30 days after the Covered Insured's death, the Insured's Spouse is still eligible for the benefit provided by this rider. If this occurs and we are notified, in writing at our Service Center or any other location that we indicate to you in writing, of the Spouse's death within 90 days after the death of the Covered Insured, the Company will pay the Spouse's estate the lesser of: a) \$2.5 million or b) the maximum amount of single premium paid-up individual whole life insurance that the Insured's Spouse could have purchased under this rider less the applicable single premium for that insurance.

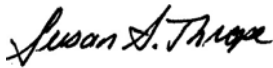
The simultaneous death provision does not apply to a Certificate in which a Third Party or Trust is the Owner and Beneficiary for any or all of the Life Proceeds. If either the Covered Insured or the Insured's Spouse under the Certificate dies as a result of suicide, while sane or insane, this provision does not apply.

12. **Contract** This rider is made a part of the Certificate. If added to a Certificate that is already in-force, this rider is made a part of that Certificate, based on the application for the rider.
13. **Suicide Exclusion** Suicide of the Insured's Spouse, while sane or insane, within two years after the date of the Covered Insured's death, is not covered by this rider.

SPOUSE'S PAID-UP INSURANCE PURCHASE OPTION (SPPO)
(Continued)

14. **Contestability Of Rider** We will not contest this rider if it is issued with the Certificate. If this rider is added to a policy that is already in force, we will not contest the rider after it has been in effect during the lifetime of the Covered Insured for 2 years from the date of issue of the rider.
15. **Dates** This rider and the Certificate have the same date of issue and Effective Date.
16. **When Rider Ends** You can cancel this rider with a signed request at any time. This rider ends if the Certificate ends, is surrendered, or is exchanged.
17. **Definitions** Unless stated otherwise, terms in this rider have the same meaning as in the Certificate to which it is attached. References to the Certificate refer to the Certificate to which this rider is attached.

NEW YORK LIFE INSURANCE COMPANY


Secretary


President

SINGLE PREMIUM FOR PAID-UP LIFE INSURANCE POLICY
(per \$1,000 based on the gender and attained age of the Insured's Spouse)

Issue Age	Male	Female	Issue Age	Male	Female
14	150.22	124.05	58	582.53	503.39
15	155.06	128.18	59	598.02	517.98
16	159.91	132.42	60	613.68	532.98
17	164.79	136.79	61	629.49	548.39
18	169.71	141.28	62	645.42	564.16
19	174.72	145.92	63	661.43	580.23
20	179.86	150.72	64	677.45	596.51
21	185.18	155.68	65	693.46	612.95
22	190.71	160.82	66	709.41	629.54
23	196.49	166.16	67	725.33	646.30
24	202.55	171.69	68	741.20	663.27
25	208.89	177.43	69	757.05	680.53
26	215.56	183.38	70	772.86	698.08
27	222.53	189.54	71	788.60	715.90
28	229.82	195.93	72	804.18	733.90
29	237.43	202.55	73	819.51	751.95
30	245.34	209.40	74	834.48	769.90
31	253.56	216.48	75	849.01	787.62
32	262.08	223.81	76	863.09	805.06
33	270.92	231.40	77	876.73	822.20
34	280.05	239.26	78	889.99	839.05
35	289.48	247.36	79	902.94	855.66
36	299.22	255.75	80	915.64	872.03
37	309.25	264.38	81	928.07	888.13
38	319.58	273.25	82	940.19	903.85
39	330.18	282.36	83	951.89	919.10
40	341.07	291.70	84	963.06	933.74
41	352.24	301.26	85	973.65	947.72
42	363.66	311.04	86	983.65	961.04
43	375.37	321.04	87	993.16	973.74
44	387.35	331.28	88	1,000.00	985.89
45	399.60	341.77	89	1,000.00	997.61
46	412.12	352.52	90	1,000.00	1,000.00
47	424.93	363.54	91	1,000.00	1,000.00
48	438.02	374.85	92	1,000.00	1,000.00
49	451.40	386.44	93	1,000.00	1,000.00
50	465.06	398.32	94	1,000.00	1,000.00
51	479.00	410.47	95	1,000.00	1,000.00
52	493.20	422.90	96	1,000.00	1,000.00
53	507.64	435.62	97	1,000.00	1,000.00
54	522.28	448.59	98	1,000.00	1,000.00
55	537.09	461.83	99	1,000.00	1,000.00
56	552.07	475.36	100	1,000.00	1,000.00
57	567.22	489.20			

RIDER

PREMIUM DEPOSIT

1. **Benefit** This rider provides you with the right to make a lump sum deposit to us while this rider and the Certificate are in effect (the "Deposit"). The Deposit is for the purpose of paying future premiums due under the Certificate. This right must be elected by you in the Certificate Application or in a notice you sign that gives us the information we need. If you have elected to make a Deposit, the required amount will be shown on the "Additional Rider Information" Data Page. Once made, you may not add any additional funds to the Deposit at any future time, unless we consent to the increase.
2. **Premium Deposit Account** Your Deposit will be placed in a Premium Deposit Account (the "Account"). Your Deposit is not a premium payment, is not a part of your insurance coverage and is not included in the Cash Value under the Certificate. However, we will apply premiums for the Certificate, as they become due, from this Account. We will apply an amount equal to the annual premium for the Certificate, as it becomes due, from this Account. No premium payments can be made on or after the Certificate's Scheduled Paid-up Date, as shown on the "Premium Schedule" Data Page.
3. **Interest Crediting** Interest will be credited and compounded daily on the funds remaining in the Account. This interest is based on an effective annual rate(s) of interest that we declare periodically. Such rate(s) will never be less than the guaranteed rate shown on the "Additional Rider Information" Data Page.
4. **Withdrawals And Withdrawal Fee** A partial withdrawal of the amount in the Account is not permitted. A cash withdrawal of the entire amount in the Account is permitted at any time. Unless waived as described below, a fee, not to exceed the fee shown on the "Additional Rider Information" Data Page will be deducted from the withdrawal amount and this rider will end at that time. This fee is a percentage of the amount remaining in the Account.

Amounts applied to pay premiums due for the Certificate will not be subject to the withdrawal fee.

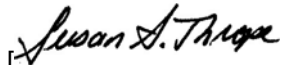
5. **Cash Or Loan Value** This rider does not have cash value or loan value.
6. **Contract** This rider is made a part of the Certificate to which it is attached.
7. **Conformity With Law** This rider is subject to the law of the State where the Group Policy is issued and all other laws that apply.
8. **When Rider Ends** This rider will end, and we will pay you the entire amount then in the Account, less any applicable withdrawal fee, on the earliest of the following to occur:
 - a) The date you elect to cancel ("free look") the Certificate in accordance with its terms;
 - b) The date the Certificate's status is changed, pursuant to the Options Upon Lapse provision of the Certificate;
 - c) The Scheduled Paid-Up Date;
 - d) The date the Certificate ends;
 - e) The date you request a full withdrawal of the Account; or
 - f) The date we return to you any remaining funds (including interest earned, if any) in the Account.

We will pay you, if you are then living, or if not, we will pay your estate.

PREMIUM DEPOSIT (Continued)

- 9. Waiver Of Withdrawal Fee** We will waive the withdrawal fee described above if this rider ends:
- a) Because you elected to cancel ("free look") the Certificate in accordance with its terms;
 - b) Because we pay the Certificate's life insurance proceeds to the beneficiary;
 - c) Because you requested a full withdrawal of the Account within 60 days after the date we pay a benefit under the Accelerated Benefits Rider attached to your Certificate; or
 - d) On the Scheduled Paid-Up Date.
- 10. Definitions** Unless stated otherwise, terms in this rider have the same meaning as in the Certificate to which it is attached. References to the Certificate refer to the Certificate to which this rider is attached. References to "Insured" refer to the "Covered Insured" under the Certificate.

NEW YORK LIFE INSURANCE COMPANY


[
Secretary


[
President



NEW YORK LIFE INSURANCE COMPANY

51 Madison Avenue, New York, NY 10010

ACCELERATED BENEFITS FOR TERMINAL ILLNESS DISCLOSURE

PROOF OF ACCELERATING CONDITION: We must have satisfactory medical proof that the Insured's life expectancy is 12 months or less.

BENEFIT AVAILABLE: If the Insured becomes terminally ill, you can submit an application to receive the accelerated death benefit for terminal illness. The amount payable will equal the life insurance benefit as of the date we receive your request to accelerate, multiplied by the interest factor. The benefit will be reduced by any outstanding loan and accrued loan interest. There is no charge for this benefit except for an administrative fee not exceeding \$150 per Certificate (\$100 per Certificate in FL) charged at the time of acceleration. BENEFITS ARE PAID IN A SINGLE SUM TO THE OWNER, NOT THE BENEFICIARY. The benefits received for the acceleration of the death benefit may be used for any purpose.

TERMINATION OF CERTIFICATE: Upon payment for the acceleration for the death benefit for terminal illness, the Certificate will terminate.

IMPACT ON VALUES: Any outstanding loan on the Certificate will be deducted from the accelerated benefit for terminal illness. A loan or a partial surrender may be a suitable alternative to accelerating the death benefit for terminal illness. If you request or inquire about accelerating your death benefit for terminal illness, you will be furnished full details about these alternatives and their effect on your coverage.

EXCLUSIONS REDUCTIONS AND LIMITATIONS:

- The benefits provided under the acceleration for terminal illness are not intended to provide long-term care benefits.
- Receipt of accelerated death benefits may affect eligibility for public assistance programs such as medical assistance (Medicaid), Aid to Families with Dependent Children and Supplemental Security Income. Prior to applying for accelerated death benefits, you should consult with the appropriate social services agency concerning how receipt will affect the eligibility of the recipient and/or the recipient's spouse or dependents. Receipt of accelerated death benefits are generally tax-free. However, prior to applying for such benefits, you should consult your personal tax advisor.
- In the event of a claim, the Insurer may require that other parties with an interest in the coverage give their consent prior to payment of any accelerated benefits.

DISCOUNT FACTOR: Accelerated benefits for terminal illness are always discounted (usually by a range of 5 to 15 percent) based on our assumptions of the life expectancy of the Insured. We assume that insureds diagnosed as having a life expectancy of 12 months or less, will die on average, 18 months following the date of acceleration. However, depending on the prevailing level of interest rates, the discount may be higher or lower than this range. The discount factor will not exceed the greater of:

- a. the current yield on 90-day Treasury bills available at the date of application for an accelerated payment; or
- b. the current maximum adjustable loan interest rate.



NEW YORK LIFE INSURANCE COMPANY

51 Madison Avenue, New York, NY 10010

Dear Applicant:

Congratulations! By applying for an Asset Allocation Whole Life Insurance Certificate ("Certificate") issued by New York Life Insurance Company, you are taking an important step toward leaving a larger legacy for your loved ones. Since you have provided cash or a check with your life insurance application (the "Application"), we are pleased to provide you with the terms of temporary insurance coverage that may be in effect while we process the Application.

Temporary Coverage Agreement (the "Agreement")

NO INSURANCE WILL TAKE EFFECT EXCEPT AS DESCRIBED BELOW. This Agreement is not transferable.

When Temporary Insurance Starts

If payment has been accepted by New York Life Insurance Company ("NYLIC," "we," "us," "our") for a life insurance Certificate, temporary insurance under this Agreement will start on the date the Application is signed if: (1) the Application has been completed and the Applicant has answered "No" in Section 2 of the Application for Questions B, C, D, and all of the conditions listed in Question E; and (2) the Application has been signed by all required parties, including the Applicant, the Proposed Insured (if other than the Applicant), and the Agent, on or before the date of this Agreement. The sum paid in exchange for this Agreement must be the first premium payable or the full single premium payment for the face amount of life insurance.

When Temporary Insurance Will End

Temporary insurance under this Agreement will end on the earliest of the dates below:

1. 90 days after the temporary insurance under this Agreement starts;
2. The date of our notice to the Applicant that the life insurance application has been declined;
3. The date of the Applicant's written request for a full refund of the payment, in which event all coverage will be void from the start;
4. The date the life insurance Certificate is put in force, at which point all coverage shall be provided by the Certificate.

Amount of Insurance

If temporary insurance under this Agreement is in effect, it will have the same benefits, provisions, and limitations and be for the same amount of life insurance proceeds as the life insurance Certificate applied for. However, we will provide no more than a combined total of \$250,000 of temporary life insurance for all benefits under this Certificate on the Proposed Insured under this and any other receipt.

Conditions Under Which There Is No Coverage

No insurance starts under this Agreement if:

1. No payment is received or if the bank does not honor a check or draft given as payment;
2. There is misrepresentation material to the underwriter's acceptance of the risk in the answers in the Application;
3. The Proposed Insured, while sane or insane, commits suicide or intentionally self-inflicts injury;
4. We are prohibited by any state or federal law, regulation or order from doing business with or participating in a transaction involving any person identified as the Proposed Insured, Owner, Applicant, Payor, or Beneficiary in the Application for the life insurance Certificate;
5. In Section 2 of the Application, Questions B, C, or D, or any of the conditions listed in Question E, is answered "Yes" or is left blank, or answered falsely;
6. Reinstatement of a policy is being applied for; or
7. You have not met the eligibility requirements to qualify for the group insurance applied for under the Certificate.

Refund of Payment

If temporary life insurance is not payable under this Agreement (except for the reason that the Certificate has been put in force), we will refund the payment with respect to the life insurance Certificate.

Limitation of Authority

No Agent or medical examiner has any right to accept any risk, make or change contracts, give up any of our rights or requirements, or change the provisions of this Agreement.



NEW YORK LIFE INSURANCE COMPANY

Received from _____ on ____/____/____ the
sum of _____ Dollars (\$_____). This amount
is the sum of the First Year Premium Paid amounts specified in Question 3 of the Application bearing the same date and number as this receipt.

Any check tendered should be payable to National Financial Services, LLC (NFS) rather than to the Agent. The payee should not be left blank. Any check received will be subject to collection. This receipt is not transferable.

Receipt No. _____

X _____

Agent's Signature (Agent must sign)

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NEW YORK LIFE INSURANCE COMPANY

51 Madison Avenue, New York, NY 10010

Dear Applicant:

Congratulations! By applying for an Asset Allocation Whole Life Insurance Certificate ("Certificate") issued by New York Life Insurance Company, you are taking an important step toward leaving a larger legacy for your loved ones. Since you have provided cash or a check with your life insurance application (the "Application"), we are pleased to provide you with the terms of temporary insurance coverage that may be in effect while we process the Application.

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When Temporary Insurance Will End

Temporary insurance under this Agreement will end on the earliest of the dates below:

1. 90 days after the temporary insurance under this Agreement starts;
2. The date of our notice to the Applicant that the life insurance application has been declined;
3. The date of the Applicant's written request for a full refund of the payment, in which event all coverage will be void from the start;
4. The date the life insurance Certificate is put in force, at which point all coverage shall be provided by the Certificate.

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If temporary insurance under this Agreement is in effect, it will have the same benefits, provisions, and limitations and be for the same amount of life insurance proceeds as the life insurance Certificate applied for. However, we will provide no more than a combined total of \$250,000 of temporary life insurance for all benefits under this Certificate on the Proposed Insured under this and any other receipt.

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No insurance starts under this Agreement if:

1. No payment is received or if the bank does not honor a check or draft given as payment;
2. There is misrepresentation material to the underwriter's acceptance of the risk in the answers in the Application;
3. The Proposed Insured, while sane or insane, commits suicide or intentionally self-inflicts injury;
4. We are prohibited by any state or federal law, regulation or order from doing business with or participating in a transaction involving any person identified as the Proposed Insured, Owner, Applicant, Payor, or Beneficiary in the Application for the life insurance Certificate;
5. In Section 2 of the Application, Questions B, C, or D, or any of the conditions listed in Question E, is answered "Yes" or is left blank, or answered falsely;
6. Reinstatement of a policy is being applied for; or
7. You have not met the eligibility requirements to qualify for the group insurance applied for under the Certificate.

Refund of Payment

If temporary life insurance is not payable under this Agreement (except for the reason that the Certificate has been put in force), we will refund the payment with respect to the life insurance Certificate.

Limitation of Authority

No Agent or medical examiner has any right to accept any risk, make or change contracts, give up any of our rights or requirements, or change the provisions of this Agreement.



NEW YORK LIFE INSURANCE COMPANY

Received from _____ on ____/____/____ the
sum of _____ Dollars (\$_____). This amount
is the sum of the First Year Premium Paid amounts specified in Question 3 of the Application bearing the same date and number as this receipt.

Any check tendered should be payable to National Financial Services, LLC (NFS) rather than to the Agent. The payee should not be left blank. Any check received will be subject to collection. This receipt is not transferable.

Receipt No.

X _____
Agent's Signature (Agent must sign)

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Life Insurance Application to:
New York Life Insurance Company (NYLIC)
51 Madison Avenue, New York, NY 10010

☐ New Application
☐ Amend Application ☐ Reinstatement

No. _____

1. PROPOSED INSURED INFORMATION

First Name	Middle Name	Last Name	Suffix	<input type="checkbox"/> Male <input type="checkbox"/> Female	Date of Birth (mm/dd/yyyy)
Residence: Street	City	State	Country	Zip	Home Telephone (Evening) Business Telephone (Day)
<input type="checkbox"/> Social Security No. or <input type="checkbox"/> Tax I.D. No. <input type="checkbox"/> Exempt <input type="checkbox"/> Applied for					Email Address
Country of Citizenship	Country of Birth	State of Birth	How Long Living in the USA? <input type="checkbox"/> Since Birth or _____ Years _____ Months		
Immigration Visa or Work Authorization: (If other than a US citizen)			Expiration	Occupation	
Type	Number	Month	Year		
Employer Name:	Street	City	State	Country	Zip

If the Owner, or Payer is not the Proposed Insured, please provide the appropriate additional information in Section 5.

2. MEDICAL AND PERSONAL INFORMATION If "Yes" is answered in Section 2 for Questions C or D or any condition listed in Question E, this application cannot be submitted.)

- A. Has the Proposed Insured used tobacco, nicotine, or any nicotine substitution product in any form in the last twelve (12) months? ☐ Yes ☐ No
- B. In the last 90 days, has the Proposed Insured been recommended by a physician or other medical practitioner to undergo diagnostic procedures or tests for any symptoms, illnesses or other conditions? (If "Yes," please provide additional information in Section 9) ☐ Yes ☐ No
- C. In the last two (2) years, has the Proposed Insured been admitted to a hospital or other medical facility for a medical illness or major surgical procedure? ☐ Yes ☐ No
- D. In the last five (5) years, has the Proposed Insured been diagnosed by a member of the medical profession or tested positive for Human Immunodeficiency Virus (AIDS virus) or Acquired Immune Deficiency Syndrome (AIDS)? ☐ Yes ☐ No
- E. In the last five (5) years, has the Proposed Insured been diagnosed, treated, tested positive for or been given medical advice by a member of the medical profession for any of the conditions below? (If "Yes," circle all applicable conditions)

1) Heart attack, chest pains, or heart disorder, angina, heart surgery, or angioplasty <input type="checkbox"/> Yes <input type="checkbox"/> No	7) Pancreatitis, hepatitis, cirrhosis, kidney failure, or a condition requiring dialysis <input type="checkbox"/> Yes <input type="checkbox"/> No
2) Stroke or transient ischemic attack (TIA) <input type="checkbox"/> Yes <input type="checkbox"/> No	8) Anemia requiring blood transfusions <input type="checkbox"/> Yes <input type="checkbox"/> No
3) Vascular disease (peripheral vascular disease, aneurysm, artery blockage) <input type="checkbox"/> Yes <input type="checkbox"/> No	9) Any major psychiatric or mental condition requiring hospitalization <input type="checkbox"/> Yes <input type="checkbox"/> No
4) Diabetes requiring insulin treatment <input type="checkbox"/> Yes <input type="checkbox"/> No	10) Drug or alcohol abuse <input type="checkbox"/> Yes <input type="checkbox"/> No
5) Any form of malignant cancer or tumor, leukemia, Hodgkin's disease, or lymphoma requiring chemo/radiation therapy <input type="checkbox"/> Yes <input type="checkbox"/> No	11) Unexplained weight loss exceeding twenty (20) pounds <input type="checkbox"/> Yes <input type="checkbox"/> No
6) Chronic bronchitis, emphysema (COPD), or any condition requiring oxygen therapy <input type="checkbox"/> Yes <input type="checkbox"/> No	12) Muscular dystrophy, ALS, lupus, multiple sclerosis, seizures, Alzheimer's disease or other neurological disorder <input type="checkbox"/> Yes <input type="checkbox"/> No

3. PRODUCT INFORMATION AND PREMIUM

(If "No" is answered in Section 2 for Questions B, C and D, and all conditions listed in Question E, a payment must be made. This application may only be used with non-qualified funds.
If "Yes" is answered in Section 2 for Question B, a payment cannot be made and no temporary insurance coverage can be obtained.

Asset Allocation Whole Life Insurance: Face Amount: \$ _____ First Year Premium Paid: \$ _____

Other Requests: ☐ Reduced paid up at lapse ☐ APL

Riders: ☐ LBR

Dividend Option: ☐ Paid Up Ad ☐ Accum ☐ Premium ☐ Cash

PREMIUM DEPOSIT RIDER (PDR)

- ☐ I elect to fund the PDR. A Lump Sum Deposit of \$ _____ is made as of the date of this application (for the purpose of paying premiums 2-12)
- ☐ I elect not to fund the PDR at this time



4. BENEFICIARY(IES)

- If more than one Beneficiary is named, indicate the class and percentage for each. Each class must total 100%.
- If applicable, use Section 9, "Additional Details," to provide additional Beneficiary information.

☐ **Trust** (Provide details in Section 9) ☐ **UTMA/UGMA** (Provide details in Section 9)

Class

Primary	Name (First, Middle, Last, Suffix)	Percentage
	Relationship to Proposed Insured	
<input type="checkbox"/> Primary		
<input type="checkbox"/> Contingent	Name (First, Middle, Last, Suffix)	Percentage
	Relationship to Proposed Insured	
<input type="checkbox"/> Primary		
<input type="checkbox"/> Contingent	Name (First, Middle, Last, Suffix)	Percentage
	Relationship to Proposed Insured	
<input type="checkbox"/> Primary		
<input type="checkbox"/> Contingent	Name (First, Middle, Last, Suffix)	Percentage
	Relationship to Proposed Insured	
<input type="checkbox"/> Primary		
<input type="checkbox"/> Contingent	Name (First, Middle, Last, Suffix)	Percentage
	Relationship to Proposed Insured	
<input type="checkbox"/> Primary		
<input type="checkbox"/> Contingent	Name (First, Middle, Last, Suffix)	Percentage
	Relationship to Proposed Insured	

5. OTHER PARTY INFORMATION

A. Owner Information (if not the Proposed Insured) <input type="checkbox"/> Same as Applicant			
Owner (First, Middle, Last, Suffix)	Birth Date (mm/dd/yyyy)	<input type="checkbox"/> Male <input type="checkbox"/> Female	<input type="checkbox"/> SSN or <input type="checkbox"/> Tax I.D. No. <input type="checkbox"/> Exempt <input type="checkbox"/> Applied for Email Address
Residence (Street, City, State, Country, Zip Code)		Home Telephone (Evening)	Business Telephone (Day)
Country of Citizenship	Country of Birth	State of Birth	Relationship to Proposed Insured
If not a US citizen, type of immigration visa or work authorization: _____ Number: _____ Expiration (mm/yyyy): _____			
If joint ownership: The joint owner <input type="checkbox"/> is <input type="checkbox"/> is not the Proposed Insured. (If not the Proposed Insured-Spouse must be named, provide information for joint owner in Section 9, "Additional Details." Unless otherwise specified in Section 9, ownership will be joint with right of survivorship.)			
B. Payer Information (if not the Proposed Insured)			
Same as <input type="checkbox"/> Owner <input type="checkbox"/> Applicant			
Name (First, Middle, Last, Suffix)	Birth Date (mm/dd/yyyy)	<input type="checkbox"/> Male <input type="checkbox"/> Female	<input type="checkbox"/> SSN or <input type="checkbox"/> Tax I.D. No. <input type="checkbox"/> Exempt <input type="checkbox"/> Applied for
Residence (Street, City, State, Country, Zip Code)		Relationship to Proposed Insured	
Relationship to Owner (if other than Proposed Insured)			
C. Secondary Addressee - Owner may designate a secondary addressee to receive notice of potential lapse of coverage.			
Name (First, Middle, Last, Suffix)		Residence (Street, City, State, Country, Zip Code)	



6. SALES INTERVIEW

In which language and dialect(s) was the sales interview conducted? Language: _____ Dialect(s): _____

If a language other than English, who acted as interpreter? ☐ Agent ☐ Other: _____

Name (First, Middle, Last, Suffix) Relationship to Proposed Insured

7. OTHER COVERAGE (Details of Other Coverage on Proposed Insured)

None	In Force	Pending	Company	Amount	Personal	Business
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	\$ _____	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>

What is the total amount of above pending coverage that will be placed in all companies? \$ _____

Use Section 9 for Additional Information.

8. FINANCIAL INFORMATION

	Proposed Insured	Owner if not Proposed Insured
Current Annual Earned Income	_____	_____
Current Annual Unearned Income	_____	_____
Current Net Worth	_____	_____

9. ADDITIONAL DETAILS - Check the appropriate box(es) below and provide specific details in the lines below.

- ☐ Diagnostic Procedure or Test Within 90 Days ☐ Additional Beneficiary Information ☐ Trust is a Beneficiary
☐ UTMA/UGMA ☐ Joint Owner Information ☐ Successor Owner ☐ Special Processing Instructions ☐ Other

ILLUSTRATION

Do not complete this section if a signed illustration is not required by law or an illustration was signed and matches the product applied for.

I, the Applicant, did not sign an illustration because:

- ☐ An illustration was not shown or given to me
☐ An illustration was shown or given to me, but the product applied for is different from the illustration
☐ An illustration was shown to me on a screen. The displayed illustration matches the product applied for, but no printed copy of the illustration was furnished.
The illustration on the screen included the following personal and product information:

Proposed Insured: _____ Age: _____ Gender: ☐ Male ☐ Female

Type of Product: _____ Initial Death Benefit: \$ _____ Rating/Class: _____

I acknowledge that I did not sign an illustration for the reason stated above and I understand that an illustration matching the product as issued will be provided for signature no later than at the time the product is delivered.

FRAUD WARNING

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

STATEMENT OF AGREEMENT

Those Persons Who Sign This Application Agree That:

- All of the statements and answers to questions which are part of the application are correctly recorded, and are complete and true to the best of the knowledge and belief of those persons who made them. Answers that are not true and complete may, subject to the product's contestability provision, invalidate coverage.
- No agent or medical examiner has any right to accept risks, make or change Certificates, or give up NYLIC's rights or requirements.
- a. "Cash Paid" with the application with respect to a new Certificate or additional benefit provides a limited amount of temporary coverage for up to 90 days, if the terms and conditions of the Temporary Coverage Agreement are met.
b. The Certificate date is the date from which premiums are calculated and become due. The effective date is the date the first premium is paid and temporary coverage is obtained under a Temporary Coverage Agreement. If no temporary coverage is obtained, the effective date is the date the Certificate is delivered and the first premium is paid.
c. The Applicant has received and read a copy of the Accelerated Benefits For Terminal Illness Disclosure. Receipt of accelerated death benefits may affect eligibility for public assistance programs and may be taxable; as with all tax matters, a personal tax advisor should be consulted.

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6. SALES INTERVIEW

In which language and dialect(s) was the sales interview conducted? Language: _____ Dialect(s): _____

If a language other than English, who acted as interpreter? ☐ Agent ☐ Other: _____
Name (First, Middle, Last, Suffix) Relationship to Proposed Insured

7. OTHER COVERAGE (Details of Other Coverage on Proposed Insured)

None	In Force	Pending	Company	Amount	Personal	Business
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	\$ _____	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>

What is the total amount of above pending coverage that will be placed in all companies? \$ _____

Use Section 9 for Additional Information.

8. FINANCIAL INFORMATION

	Proposed Insured	Owner if not Proposed Insured
Current Annual Earned Income		
Current Annual Unearned Income		
Current Net Worth		

9. ADDITIONAL DETAILS - Check the appropriate box(es) below and provide specific details in the lines below.

☐ Diagnostic Procedure or Test Within 90 Days ☐ Additional Beneficiary Information ☐ Trust is a Beneficiary
☐ UTMA/UGMA ☐ Joint Owner Information ☐ Successor Owner ☐ Special Processing Instructions ☐ Other

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Proposed Insured: _____ Age: _____ Gender: ☐ Male ☐ Female

Type of Product: _____ Initial Death Benefit: \$ _____ Rating/Class: _____

I acknowledge that I did not sign an illustration for the reason stated above and I understand that an illustration matching the product as issued will be provided for signature no later than at the time the product is delivered.

FRAUD WARNING

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

STATEMENT OF AGREEMENT

Those Persons Who Sign This Application Agree That:

1. All of the statements and answers to questions which are part of the application are correctly recorded, and are complete and true to the best of the knowledge and belief of those persons who made them. Answers that are not true and complete may, subject to the product's contestability provision, invalidate coverage.
2. No agent or medical examiner has any right to accept risks, make or change Certificates, or give up NYLIC's rights or requirements.
3. a. "Cash Paid" with the application with respect to a new Certificate or additional benefit provides a limited amount of temporary coverage for up to 90 days, if the terms and conditions of the Temporary Coverage Agreement are met.
b. The Certificate date is the date from which premiums are calculated and become due. The effective date is the date the first premium is paid and temporary coverage is obtained under a Temporary Coverage Agreement. If no temporary coverage is obtained, the effective date is the date the Certificate is delivered and the first premium is paid.
c. The Applicant has received and read a copy of the Accelerated Benefits For Terminal Illness Disclosure. Receipt of accelerated death benefits may affect eligibility for public assistance programs and may be taxable; as with all tax matters, a personal tax advisor should be consulted.



TAX CERTIFICATION

Under penalties of perjury, I (as the Owner named in Section 1 or 5) certify that: (1) the Social Security or Employer ID Number shown in this application is my correct taxpayer identification number, or I am awaiting a number to be issued to me (noted as "applied for" in Section 1 or 5) AND (2) I am not subject to backup withholding because: (a) I am exempt from backup withholding; or (b) I have not been notified by the IRS that I am subject to backup withholding as a result of a failure to report all interest or dividends; or (c) the IRS has notified me that I am no longer subject to backup withholding (Cross out item 2 if the IRS has notified you that you are subject to backup withholding) and (3) I am a U.S. person (including a U.S. resident Alien).

ACKNOWLEDGEMENT AND AUTHORIZATION

ACKNOWLEDGEMENT

I, the Proposed Insured, have been given a copy of "Information Practices Related to Underwriting Your Application" which tells how NYLIC obtains and uses data about me. It includes the notice required by the State and Federal Fair Credit Reporting Acts and a description of MIB, Inc. (Medical Information Bureau). I know that my application cannot be processed if I do not sign the authorization below.

AUTHORIZATION

In this Authorization, "I" means the Proposed Insured, "the Insurer" means NYLIC and its respective agents, employees, and representatives. In order to see if (and on what basis) I qualify for the insurance applied for or any other insurance offered by the insurers identified above, I authorize the following:

MEDICAL INFORMATION: Physicians or practitioners; hospitals; medical or medically related facilities; pharmacies, pharmacy benefit managers or medical information retrieval services; laboratories; insurance companies; or MIB may give to the Insurer (or any consumer reporting agency acting on its behalf) and to any of its reinsurers, at my request, copies of the record or other data that they may have about my physical and mental health, and my prescription drug history. This includes all protected health information and any health information I have previously requested be withheld from further disclosure, and including my history, their findings, diagnoses and treatment. Mental health professionals may provide their records of my diagnosis, functional status, treatment plan, symptoms, prognosis, progress to date, medication prescription and monitoring, and clinical test results.

OTHER UNDERWRITING INFORMATION: MIB and other insurance companies may give to the Insurer and to any of its reinsurers data about: my driving record; any criminal activity or association; hazardous sport or aviation activity; use of alcohol or drugs; any claim of eligibility for disability income benefits; and other applications for insurance.

EXAMINATIONS AND TESTS: The Insurer may obtain physical examinations or medical tests deemed necessary to underwrite my application. These tests (where permitted by law) may include but are not limited to, electrocardiograms, chest x-rays and tests of blood and urine to determine, among other things, exposure to causative agents of disease (for example, exposure to AIDS virus) and the presence of drugs. However, a separate notification/authorization form will be provided with respect to testing for the AIDS virus.

INVESTIGATIVE CONSUMER REPORT: The Insurer may obtain an investigative consumer report and may give the consumer reporting agency information concerning the amount and type of my coverage and my use, if any, of tobacco. The report may add to or confirm the types of data mentioned above. It may also contain data about: my identity; age; residence; marital status; past and present jobs (including work duties); economic conditions; driving record; personal and business reputation in the community; and mode of living; but will not include any information relating directly or indirectly to sexual orientation.

IDENTIFICATION: To obtain the data described above, the Insurer may give my name, address, and date and place of birth to the above persons or organization.

RELEASE OF INFORMATION TO OTHERS: When necessary, the Insurer may give data about me that affects my insurability to: its subsidiaries; its affiliates; its parent company; its agents and their staffs; its reinsurers; and the Insurer and its reinsurers may give such data to MIB. However, this will not be done in connection with information relating to the AIDS virus.

This Authorization may be used for a period of 24 months from the date signed below unless sooner revoked. I may revoke this Authorization at anytime by notifying the Insurer in writing. This revocation will not be effective to the extent the Insurer or any other person already has disclosed or collected information or taken other action in reliance on it. The information the Insurer obtains through this Authorization may become subject to further disclosure. For example, the Insurer may be required to provide it to an insurance regulatory or other government agency. In this case, the information may no longer be protected by the rules governing this Authorization. A photocopy of this Authorization and request form shall be as valid as the original. I know that I may request a copy of this Authorization. (Please provide a copy to me. _____ initial if requested).

The Internal Revenue Service Does Not Require Your Consent To Any Provision Of This Document Other Than The Certifications Required To Avoid Backup Withholding.

SIGNATURES

By signing below, I/We understand that I/We acknowledge and agree to all of the statements, representations, and disclosures made in this application, including sections entitled Statement of Agreement, Illustration (if applicable), Tax Certification, and Acknowledgment and Authorization (if applicable). I/We accept and adopt as true all statements made by the Proposed Insured in this application.

☒ _____ Signed at _____ On _____
Signature of the Proposed Insured/Applicant (City, State) (mm/dd/yyyy)

☒ _____
Signature of Owner if Other than the Proposed Insured

I Certify I have truly and accurately recorded all answers given to me.

☒ _____
Signature of Agent/Witness

☒ _____
Countersigned by Licensed Resident Agent (if required)

☒ _____
Signature of Agent/Witness

Countersigned Code Number

SERFF Tracking Number:	NYLC-126930028	State:	Arkansas
Filing Company:	New York Life Insurance Company	State Tracking Number:	48109
Company Tracking Number:	211-20C, ET AL.		
TOI:	L07G Group Life - Whole	Sub-TOI:	L07G.111 Single Premium - Single Life
Product Name:	Asset Allocation Whole Life		
Project Name/Number:	Asset Allocation Whole Life/211-20C, et al.		

Supporting Document Schedules

		Item Status:	Status Date:
Satisfied - Item:	Flesch Certification		
Comments:			
Attachment:			
Readability Cert - G.pdf			
		Item Status:	Status Date:
Satisfied - Item:	Statement of Variability		
Comments:			
Attachments:			
CERTIFICATE statement of variability-G 1.13.pdf			
CERTIFICATE Annotated DPgs 1.13.pdf			
		Item Status:	Status Date:
Satisfied - Item:	Compliance Certification		
Comments:			
Attachment:			
AR Certif of Compliance.pdf			

NEW YORK LIFE INSURANCE COMPANY

READABILITY CERTIFICATION

I certify that the forms listed on the attached page(s) meet the standards of your State's Readability Laws.

NEW YORK LIFE INSURANCE COMPANY



Signature

Linda E. LoPinto

Name

Corporate Vice President

Title

February 24, 2011

Date

NEW YORK LIFE INSURANCE COMPANY

Flesch Scores for forms submitted with this filing are:

<u>Form No.</u>	<u>Flesch Score</u>
211-20C	50
211-495C	50
211-375C	51
211-805C	54
211-528 with 22922	50
21620.201	51

New York Life Insurance Company
Memorandum of Variable Material for form: 211-20C
Whole Life Certificate

Variable material is bracketed, bolded and italicized in the Data Pages

- #1: Insured's name as it appears on application
- #2: 18-65; Male or Female
- #3: As automated systems assign
- #4: NON-SMOKER
STANDARD
- #5: The Issue Date unless specifically provided for in application
- #6: The Date issued
- #7: Owner's name as it appears on application
- #8: Year the Certificate is considered paid-up with no more premiums due - 12th year
- #9: Only displays when Certificate is issued with Accelerated Benefits (AB) rider if selected on the application.
- #10: \$25,000-\$250,000
- #11: Beneficiary as designated in the application
- #12: Modes available are: ANNUAL
- #13: Same as #5
- #14: Vary by issue age, gender, class of risk, and the face amount applicable to the Base Certificate. The minimum is \$562.50, and the maximum is \$22,677.50.
- #15: Date the Certificate is considered paid-up, 12th year
- #16a:Footnote displays when an amount is paid to fund the Premium Deposit Rider. The minimum is \$5,767.10 and the maximum is \$232,503.88.
- #16b:Footnote displays when no money is received to fund the Premium Deposit Rider.
- #16c:Guaranteed interest rate of 3% for the Premium Deposit Rider.
- #17: Vary by issue age, gender, and the face amount applicable to the Base Certificate. The minimum is \$294.92, and the maximum is \$250,000.

The company officer signatures on the front cover are bracketed as variable material, however they will only be changed if a new Secretary or President is elected to that position.

Any use of variability shall be administered in a uniform and non-discriminatory manner and shall not result in unfair discrimination.

CERTIFICATE INFORMATION

COVERED INSURED- #1[*JOHN DOE*]

AGE – #2[*35 MALE*]

CERTIFICATE NUMBER-#3 [*00 000 000*]

CLASS OF RISK- #4[*STANDARD*]

CERTIFICATE DATE- #5[*FEBRUARY 14, 2011*]

DATE OF ISSUE- #6[FEBRUARY 14, 2011]

OWNER-#7[*COVERED INSURED*]

PLAN ASSET ALLOCATION WHOLE LIFE (WHOLE LIFE WITH #8[12] YEAR PREMIUM PAYING PERIOD) WITH
#9[ACCELERATED BENEFITS (AB) AND]
PREMIUM DEPOSIT AND
SPOUSE'S PAID-UP INSURANCE PURCHASE OPTION

AMOUNT

FACE AMOUNT

#10\$[*50,000.00*]

BENEFICIARY

(subject to change) #11[FIRST: *MARY DOE, WIFE OF COVERED INSURED*
SECOND: *JOHN DOE, JR., SON OF COVERED INSURED*]

SEE CONTINUATION OF PAGE 2

NEW YORK LIFE INSURANCE COMPANY
CERTIFICATE DATA PAGE 2

CERTIFICATE NUMBER- #3[00 000 000]

COVERED INSURED- #1[JOHN DOE]

PREMIUM SCHEDULE

CERTIFICATE PREMIUM

PREMIUMS PAYABLE ON THE #12[ANNUAL] MODE

BEGINNING AS OF

MO.	DAY	YEAR	PREMIUM
#13[02	14	2011]	#14\$[1,662.00]

PREMIUM PAYABLE ON EACH PREMIUM DUE DATE UNTIL

#15[02	14	2023]	SCHEDULED PAID-UP DATE
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FOOTNOTES

CERTIFICATE NUMBER-#3 [00 000 000]

COVERED INSURED- #1[JOHN DOE]

ADDITIONAL INFORMATION

THE INTEREST RATE REFERRED TO IN SECTIONS 4.4 AND 7.14 IS 3% PER YEAR.

AFTER THE SCHEDULED PAID-UP CERTIFICATE DATE AND IF THE CERTIFICATE IS PAID-UP, THE LOAN INTEREST RATE MAY BE LESS THAN THE RATE DESCRIBED IN SECTION 4.4. THEREFORE, YOU SHOULD CONTACT CUSTOMER SERVICE TO FIND OUT THE RATE AVAILABLE TO YOU BEFORE INITIATING A LOAN. IN NO EVENT WILL THIS RATE BE LESS THAN THE GUARANTEED MINIMUM INTEREST RATE SET FORTH IN SECTION 4.4.

THE ELIGIBILITY REQUIREMENTS REFERRED TO IN SECTION 2.1 ARE THAT THE PERSON WHO PURCHASES THE CERTIFICATE AND THE COVERED INSURED MUST QUALIFY AS MEMBERS OF THE GROUP UNDER WHICH THE CERTIFICATE IS ISSUED.

DIVIDENDS DESCRIBED IN SECTION FIVE ARE NOT GUARANTEED TO BE PAID.

THE MORTALITY TABLES REFERRED TO IN SECTION 7.14 ARE THE COMMISSIONER'S 2001 STANDARD ORDINARY MALE/FEMALE DISTINCT AND COMPOSITE ULTIMATE TABLES OF MORTALITY, ANB.

ADDITIONAL RIDER INFORMATION

PREMIUM DEPOSIT RIDER

#16a[AN INITIAL LUMP SUM DEPOSIT OF [\$17,039.86] IS NEEDED TO FUND THE PREMIUM DEPOSIT RIDER. THIS DEPOSIT AMOUNT APPLIES FOR 30 DAYS FROM THE DATE OF ISSUE SHOWN ON THE "CERTIFICATE INFORMATION" DATA PAGE.]

OR

#16b[NO DEPOSIT WAS MADE UNDER THE PREMIUM DEPOSIT RIDER.]

UNLESS WAIVED, A FEE WILL BE DEDUCTED FROM A CASH WITHDRAWAL, AS DESCRIBED IN YOUR RIDER. THIS FEE CAN CHANGE BUT WILL NOT EXCEED 10% OF THE AMOUNT REMAINING IN THE PREMIUM DEPOSIT ACCOUNT.

THE MINIMUM EFFECTIVE ANNUAL INTEREST RATE REFERRED TO IN SECTION 3 OF THIS RIDER IS #16c[3%].

NEW YORK LIFE INSURANCE COMPANY
CERTIFICATE DATA PAGE 2(cont'd)

CERTIFICATE NUMBER- #3 [00 000 000]

COVERED INSURED- #1[JOHN DOE]

TABLE OF GUARANTEED VALUES

OPTIONS UPON LAPSE

END OF CERTIFICATE YEAR	CASH VALUE	PAID-UP INSURANCE OR EXTENDED INSURANCE			END OF CERTIFICATE YEAR
			YEARS	DAYS	
1	#17[\$1,033.88	\$4,739	13	51	1
2	2,243.94	9,935	21	217	2
3	3,455.10	14,775	26	189	3
4	4,716.00	19,481	29	363	4
5	6,021.94	24,032	32	314	5
6	7,256.24	27,979	34	326	6
7	8,550.16	31,859	36	260	7
8	9,892.62	35,629	38	128	8
9	11,294.21	39,327	39	356	9
10	12,755.51	42,956	41	299	10
11	14,268.10	46,486	44	121	11
12	15,858.50	****	**	***	12
13	16,383.50	****	**	***	13
14	16,925.00	****	**	***	14
15	17,484.50	****	**	***	15
16	18,060.00	****	**	***	16
17	18,651.00	****	**	***	17
18	19,255.00	****	**	***	18
19	19,872.00	****	**	***	19
20	20,499.00	****	**	***	20
AGE 60	23,778.00	****	**	***	AGE 60
AGE 65	27,262.50	****	**	***]	AGE 65

This Table assumes premiums have been paid to the end of Certificate year 12. These values do not include any dividend accumulations, cash value of paid-up additional insurance or loans.

Values for the end of a Certificate year not shown will be provided on request.

NEW YORK LIFE INSURANCE COMPANY
CERTIFICATE DATA PAGE 2A

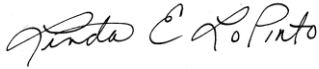
1120C-2A

Certificate of Compliance

Insurer: New York Life Insurance Company

Form Number(s): 211-20C.49, 211-495C, 211-375C, 211-805C, 211-528AR, 21620.201, 22922

I hereby certify that the filing above meets all applicable Arkansas requirements including the requirements Regulation 19, Regulation 49, and Code Ann. 23-79-138. I hereby certify that we are in compliance with Regulation 34 regarding mandatory policy provisions and disclosure requirements.



Signature of Company Officer

Linda E. LoPinto

Name

Corporate Vice President

Title

2/25/11

Date